

A. G. Contract No. KR91-2220-TRD
ECS File: JPA-91-103
Phoenix File:
Project: RAM-600-2-506/H205801C
Section: 32nd St./Shea Blvd.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
CITY OF PHOENIX

62248

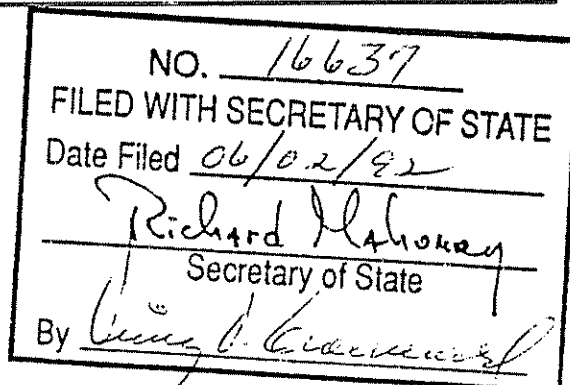
THIS AGREEMENT is entered into 2 June, 1992,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF PHOENIX, acting by and through its CITY COUNCIL (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter Chapter 2, Section 2 to enter
into this agreement and has by resolution, a copy of which is
attached hereto and made a part hereof, resolved to enter into
this agreement and has authorized the undersigned to execute
this agreement on behalf of the City.

3. The City purchased fourteen (14) residential parcels
in the "Wedge" bounded by Squaw Peak Highway on the east, the
Cheryl Drive alignment on the south and on the north and west
by commercial property fronting on Shea Boulevard and 32nd
Street. This purchase is a recommendation of the City's Squaw
Peak Freeway Policy Specific Plan which was adopted by the City
Council on July 3, 1991. The City requests and the State
agrees to reimburse the City for construction cost savings
resulting from the City's purchase of the Wedge, hereinafter
referred to as the "Project", at an estimated cost of
\$325,049.00.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. State will:

a. Participate in the construction cost savings of the Project, in an amount not to exceed \$325,049.00, as shown on Exhibit "A", attached hereto and made a part hereof.

b. Reimburse the City within sixty (60) days after receipt of invoicing for cost savings associated with the Project, not to exceed \$325,049.00, as outlined in Exhibit "A", attached hereto and made a part hereof.

2. The City will:

a. Be responsible for all future site development including but not limited to, access, roadway, noise mitigation and utility improvements.

b. Invoice the State for the cost savings associated with the Project, in an amount not to exceed \$325,049.00, as shown on Exhibit "A".

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment; provided, however, that this agreement, may be cancelled at any time, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1513(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E/Mail Drop 616E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Director
125 E. Washington
Phoenix, AZ 85004

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation,
Frank Fairbanks, City Manager

STATE OF ARIZONA
Department of Transportation

By 
JAMES H. MATTESON, P.E. Director
Street Transportation Department

By 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

Attest:

By 
City Clerk

CITY CLERK DEPT.

APR 17 1992

EXHIBIT A

ESTIMATE SUMMARY

DATE:01/14/92

Page 1 of 2

CLIENT: ARIZONA DEPARTMENT OF TRANSPORTATION
PROJECT: SQUAW PEAK HIGHWAY
SECTION: 33RD STREET (WEDGE) - DEDUCTIONS

ITEM ****	DESCRIPTION *****	QUANTITY *****	UNIT ****	COST ****	TOTAL *****
1	PRELIMINARIES				
	Removal of Obstructions	1	L.Sum	\$3,000.00	\$3,000
2	EARTHWORK				
	Roadway Excavation (Assumed 25% Rock)	2,875	C.Y.	\$3.85	\$11,069
3	PAVEMENT				
	Aggregate Base Cl 2	425	C.Y.	\$12.00	\$5,100
	Asphalt Cement (AC-40)1/2	16	Ton	\$135.00	\$2,160
	Asphalt Cement (AC-40)3/4	37	Ton	\$135.00	\$4,995
	Bit. Tack Coat	1.5	Tons	\$180.00	\$270
	Apply Tack Coat	1	Hour	\$100.00	\$100
	Asphalt Concrete 1/2 End Product	315	Ton	\$17.00	\$5,355
	Asphalt Concrete 3/4 End Product	735	Ton	\$16.00	\$11,760
	Mineral Admixture	21	Ton	\$90.00	\$1,890
4	ROADWAY INCIDENTALS				
	Curb and Gutter	2,350	L.Ft.	\$7.00	\$16,450
	Sidewalk	4,700	S.F.	\$1.50	\$7,050
5	DRAINAGE				
	Manholes	4	Ea.	\$1,500.00	\$6,000
6	STRUCTURES				
	Noise Walls	7,200	S.F.	\$19.00	\$136,800
7	TRAFFIC CONTROL/LIGHTING				
	Permanent				
	33rd Street	1	L.Sum	\$4,000.00	\$4,000
	Temporary				
	33rd Street	1	L.Sum	\$1,000.00	\$1,000
8	UTILITY RELOCATION				
	Valve 6"	4	Each	\$400.00	\$1,600
	8" V.C.P.	950	L.F.	\$35.00	\$33,250
	Fire hydrant (Relocated)	3	Each	\$300.00	\$900
	6" Ductile Iron Pipe	700	L.F.	\$40.00	\$28,000
9	TOTAL CONSTRUCTION COST				\$280,749
10	DESIGN ENGINEERING (2%)				\$5,600
	TOTAL DEDUCTIONS				\$286,349

EXHIBIT A

ESTIMATE SUMMARY

DATE:01/14/92

Page 2 of 2

CLIENT: ARIZONA DEPARTMENT OF TRANSPORTATION
PROJECT: SQUAW PEAK HIGHWAY
SECTION: 33RD STREET (WEDGE) - ADDS

ITEM *****	DESCRIPTION *****	QUANTITY *****	UNIT *****	COST *****	TOTAL *****
1	PRELIMINARIES				
2	EARTHWORK				
3	PAVEMENT Pvmt. Cut & Replace	30	S.Y.	\$25.00	\$750
4	ROADWAY INCIDENTALS Chain Link Fence (72")	1,200	L.Ft.	\$7.00	\$8,400
5	DRAINAGE Manholes	1	Ea.	\$1,500.00	\$1,500
6	STRUCTURES				
7	TRAFFIC CONTROL/LIGHTING Permanent	1	L.Sum	\$1,000.00	\$1,000
8	UTILITY RELOCATION Sewer Cleanout 8" V.C.P.	1 250	Each L.F.	\$1,000.00 \$35.00	\$1,000 \$8,750
9	TOTAL CONSTRUCTION COST				\$21,400
10	DESIGN ENGINEERING (5%)				\$1,100
	TOTAL ADDS				\$22,500

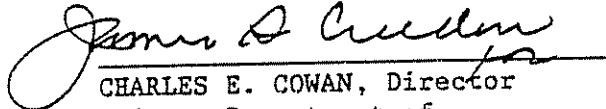
SUMMARY

TOTAL DEDUCTIONS (Page 1)	\$286,349
TOTAL ADDS (Page 2)	(\$22,500)
SUB-TOTAL	\$263,849
MOBILIZATION (10%)	\$26,400
ADOT ENGINEERING & ADMINISTRATION (12%)	\$34,800
GRAND TOTAL	\$325,049 *****

RESOLUTION

BE IT RESOLVED on this 9th day of August 1991, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of reimbursing the City for construction cost savings resulting from the City's purchase of 14 residential parcels in the "Wedge", incident to the construction of the Squaw Peak Highway.

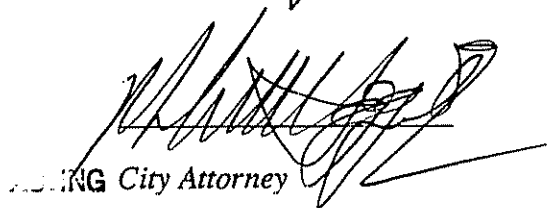
Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


CHARLES E. COWAN, Director
Arizona Department of
Transportation

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona and the City Charter.

DATED this 18 day of May, 1992.



Phoenix City Attorney

CITY OF PHOENIX, ARIZONA
REQUEST FOR COUNCIL ACTION

Complete this form per O.P. 1.906 and A.R. 4.11.

ACTION REQUESTED Formal Action: Bid Award ☐ License Application ☐ Other ☒
Ordinance ☐ Resolution ☐ Emergency Clause? ☐ N (Y/N)

PREPARED BY Name: Daniel P. Matthews Phone: 262-6871 W.P. Doc. No. 1220P-2
Backup Material being sent under separate cover? (Y/N) ☒ Y

RECOMMENDED BY Department Name: Street Transportation Department
Date Prepared: 04/30/92 Div. Approval: J. Donald Herp
Req. Agenda Date: 05/13/92 Dept Approval: James H. Matteson
If prepared for a different department:
Dept. Name/Approval:

BID AWARD/ FORMAL ACTION Bid Bond Required? ☐ NO Performance Bond Required? ☐ NO
Submitted by Low Bidder? ☐ NO Amount? \$
Contract Required? ☐ NO Requisition No.

Contract Amendment? ☐ Current Contract No.
Approved by: Ord. ☐ FA ☐ on Date:

BUDGET INFORMATION

\$ -0-
Source of Funds: None
Index Code(s):
Subobject(s):

CITY MANAGER'S OFFICE

Approved by: Jack Teylin 05/04/92 C.M. Control Number: 21

CITY CLERK DEPARTMENT

RECORDS SECTION File Number: F-2766/3615 RCA Number: 7142

COUNCIL SUPPORT Item Number: 49 Agenda Date: 5/13/92

Ordinance Number: Resolution Number:

AGENDA ACTION This Item was: APPROVED

Contract Number (if applicable): 62248

Comments: 0843 ✓

DISTRICT 3-AGREEMENT WITH
THE STATE OF ARIZONA
32ND STREET AND SHEA
BOULEVARD

Request to authorize the City Manager to enter into an agreement with the State of Arizona through its Department of Transportation (ADOT). This agreement is a result of the City of Phoenix purchasing fourteen (14) residential parcels in the "Wedge" bounded by Squaw Peak Highway on the east, the Cheryl Drive alignment on the south, and on the north and west by commercial property fronting on Shea Boulevard and 32nd Street. The City requests and the State agrees to reimburse the City for construction cost savings resulting from the City's purchase of the "Wedge" at an estimated cost of \$325,049.00.

The state will reimburse the City within sixty (60) days after receipt of invoicing for cost savings associated with purchase of the "Wedge" properties, not to exceed \$325,049.00.

The City will be responsible for all future site development including but not limited to access, roadway, noise mitigation, and utility improvements. The City will also invoice the State for the cost savings in an amount not to exceed \$325,049.00

JHM:JDH:mle:1220P:(2)



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

GRANT WOODS
ATTORNEY GENERAL

May 21, 1992

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR91-2220-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22nd day of May, 1992.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ls
7333G/79